

Nevada CSD

Nevada Community EA

8/15/2006 8/14/2007

NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT
2006-2007

NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2006-2007

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PREAMBLE

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE I

RECOGNITION

A. Unit.

The employer hereby recognizes the Nevada Community Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified, exclusive and sole bargaining representative for the personnel as set forth in the PERB certification instrument (Case No. 170), issued by PERB on the 24th day of September, 1975.

The unit described in the above certificate is as follows:

Included: Regular full-time certificated teachers and regular part-time certificated teachers, including guidance counselors, librarians, and nurses.

Excluded: Superintendent, assistant superintendent, principals, assistant principals, curriculum coordinator, teacher aides, teacher associates, library interns, substitute teachers, all non-certificated (nonprofessional) employees, and all others excluded by Section 4 of the Act

B. Definitions.

1. The term "Employer" as used in this agreement shall mean the Nevada Community School District or its duly-authorized representatives.
2. The term "Employees" as used in this agreement shall mean all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
 - a. The term "Part-time Employee" as used in this agreement shall mean any employee working 20-29 hours per week.
 - b. The term "Full-time Employee" as used in this agreement shall mean any employee working 30 or more hours per week.
3. The term "Association" as used in this agreement shall mean the Nevada Community Education Association or its duly-authorized representatives or agents.

- C. The Association recognizes the Nevada Community School District as the public employer governed by the Board of Directors, and the Board of Directors as the duly-elected representative of the citizens of the School District, and agrees to negotiate only through the negotiating agent or agents officially designated by the Board to act in its behalf.

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ARTICLE I - RECOGNITION (continued)

- D. The Association agrees that neither it, nor its members or agents, will attempt to represent in any negotiations or grievances, the interest of anyone other than the members of the bargaining unit.

ARTICLE II

ASSOCIATION RIGHTS

- A. The Association will have the right to use school buildings and facilities at reasonable times for a reasonable number of meetings, such meetings shall in no way interfere with any aspect of the instructional or extracurricular program.

The time and place of all meetings shall be arranged in advance with the building principal. The Association will pay all out-of-pocket expenses to the District resulting from such meetings, and will pay any additional costs necessitated by such use.

The Association may use typewriters, mimeograph machines, duplicating equipment, calculating machines, and audio-visual equipment after school hours, and such use shall be only when it is not being used for school purposes. The Association shall pay to the Employer for the use of the buildings and equipment and for the cost of all materials and supplies during the contract year a flat rate of \$75 per year.

- B. There will be one bulletin board reserved for use by the administration and the Association in each school building, not less than 3' x 4' in size, which will be placed in the faculty lounge where possible for the purpose of displaying notices, circulars and other material.
- C. The Association shall have the right to use the school mail and to place a reasonable amount of notices, circulars and other material in teachers' mailboxes.
- D. Representatives of the Association shall be allowed to make telephone calls and other communiqués concerning Association business at any time during school hours when such persons are not on duty. No calls concerning Association business may be made during the time such person is on duty. Any long-distance calls shall be logged with the principal's secretary and paid for by the Association.
- E. Duly-authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times with the approval of the building principal provided that this shall not interfere with or interrupt any employee in the performance of duties.

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ARTICLE III

EMPLOYER RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority granted to or inherent in the administration of the School District by law are retained by the Board. Provided that none of the clauses in this agreement in any way abrogate or diminish the above-mentioned rights and authority of the Board, the Board shall not exercise its rights so as to violate any of the specific provisions of this agreement.

ARTICLE IV

DUES DEDUCTIONS

- A. The Association will inform each of its members of the voluntary nature of authorization for each allotment of pay to cover dues and the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for revoking an authorization.
- B. The Association agrees to acquire and distribute to its members an authorization form advising the member that the dues deduction is voluntary on the member's part and that the member may also terminate the dues check off at any time by giving thirty (30) days' written notice to the Employer.
- C. Deductions under this provision shall only include the regular periodic amounts required to maintain the employee as a member in good standing but shall not include initiation fees, special assessments, back dues, fines or similar items.
- D. Authorization forms must be received in the office of the secretary to the Board of Education on or before October 1 of the current school year. Any forms filed after this time will have the dues deducted at the beginning of the next school year as outlined in Section E.
- E. For those employees who turn in authorization cards prior to the time stated in the foregoing paragraph, the dues deduction shall be on the basis of one-tenth (1/10th) of the total amount of dues to be deducted. Deductions shall be made from the Employee's regular paycheck beginning in October and ending in July of the current school year.
- F. The employer shall transmit to the Association each month the dues deducted within a reasonable time, together with a list of the employees for whom the deduction was made.
- G. The Association agrees to indemnify and hold harmless the Employer, and the Employer's authorized representative from any and all claims, costs, suits, or other forms of liability that might arise out of the Employer agreeing to make a dues deduction on behalf of the Association.
- H. The Association will certify to the Employer in writing the current amount of its membership dues. Any changes in the amount of its membership dues will be certified in writing to the Employer thirty (30) days prior to the effective date of such change. Such changes shall not be deducted until the beginning of the next school year.

ARTICLE V

TRANSFER PROCEDURE

A. Voluntary Transfers.

Any employee possessing the necessary qualifications may apply for a voluntary transfer to another building or position in the bargaining unit. All applications shall be carefully considered. All applications shall be in writing and shall name the transfer for which the applicant wishes consideration. The granting of such transfer will be based upon the needs of the school district as determined by the administration in its sole discretion.

B. An application must be made each time an opportunity is posted, and application shall not carry over from one opportunity to transfer to another. An application shall not be entitled to any priority or preference one over the other regardless of the time or date of filing.

C. Posting of Opportunities to Transfer.

1. When school is in session, a notice of an opening creating an opportunity to transfer to another building shall be sent to each school and posted in the office or faculty room for ten (10) school days before the final date when the applications must be submitted. Each time there is an opportunity to transfer, a notice shall be provided to the Association. Employees who desire to apply for the transfer shall submit their applications in writing to the superintendent, or his designed, within ten (10) school days from the posting. The granting of a transfer will be determined by the superintendent in his sole discretion and shall be based upon the needs of the school district. When a transfer is filled, all applicants shall be personally notified within a reasonable time thereafter.

2. If an employee is transferred, then the employee shall be ineligible to submit an application for any other transfer to another building for a period of one (1) year from the date of the transfer.

D. Involuntary Transfers.

Involuntary transfers shall be made upon the need of the school district as determined by and within the sole discretion of the administration. All such transfers shall be made known to the employee involved in the transfer and shall be reported to the Board of Directors. An involuntary transfer shall be made only after a meeting between the employee involved and the superintendent. The Association may suggest an alternate person having the necessary qualifications to the person being involuntarily transferred, who shall be considered by the administration. The final decision for involuntary transfer shall be in the sole discretion of the administration. Notice of an involuntary transfer shall be given as soon as practical to the employee.

ARTICLE VI

PROCEDURES FOR STAFF REDUCTION

A. Employees will be classified into the following groups:

1. K-4
2. 5-8 by subject areas
3. 9-12 by subject areas

B. The employer, in determining which employee to lay off, shall consider only those teachers in the classification area which corresponds to the position being reduced.

C. In making its determination to reduce staff, the District shall consider the needs of the school district, the employee's certification, endorsements, and approvals, the employee's educational preparation, overall experience, relative skill, ability and competence and the employee's extracurricular assignments. When all employees within the classification listed are considered relatively equal, employees shall be laid off according to total years of teaching experience in the District. The determination under this article for probationary employees shall not be subject to the grievance procedure.

D. **Recall Provisions**

1. Any employee terminated under Section C above shall be recalled to available positions according to the classified group the employee was terminated from for a period of two (2) years from the date of termination if such request, in writing, is made known to the superintendent of schools within thirty (30) days from the time the employee received notification of termination.

Employees not in the classified group for recall shall be interviewed for an available position but do not have recall rights to a position outside their classified area as noted in Section A above.

An employee who refuses recall to a position equivalent to that held at the time of termination forfeits recall rights unless the employee is under contract elsewhere and indicates at the time of recall that he/she accepts recall at the end of the current school year.

An employee who refuses recall to a position less equivalent to that held at the time of termination, or who accepts a less equivalent position, shall retain recall rights to an equivalent position, seniority permitting.

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ARTICLE VI - PROCEDURES FOR STAFF REDUCTION (continued)

2. The District's personnel office shall be kept informed by the terminated employees of current addresses and telephone numbers.
3. Any employee who is recalled for a position after having been terminated or discharged under Section C above shall be placed on the salary schedule at the same step in effect for the employee at the time of termination.

If an employee teaches in another district during the two (2) years after termination for reason of staff reduction and is recalled under this article, if the employee provides satisfactory evidence of such experience, the employee shall be placed on the same position on the salary schedule he would have been had he not been terminated for reason of staff reduction.

An employee who resigns upon written request or is terminated for reasons of staff reduction shall have recall rights under this article.

4. An employee who is recalled for a position for the next school year must report to the personnel office for assignment within ten (10) calendar days of the recall notice. If notification occurs after August 10 for a position for that school year, the employee will have three (3) calendar days to report.
5. Failure to respond within fifteen (15) calendar days after the notice is mailed for a position for the next school year shall result in forfeiture of the rights of recall. If the notification is mailed for a position for that current school year after August 10 and the employee fails to respond within five (5) calendar days, forfeiture will occur of their rights of recall.

ARTICLE VII

SENIORITY - PROBATIONARY EMPLOYEES

All employees of the School District with less than three (3) consecutive years of employment shall be considered probationary employees. At the end of the three year period, if the work of the employee is satisfactory, the employee shall have the probationary status terminated. Employees of the school district with less than three (3) consecutive years of employment in the Nevada Community School District but with two or more consecutive school years of employment in another school district shall have their probationary status terminated at the end of two years. Probationary employees shall have access to the grievance procedure with the exception of staff reduction procedure or transfer procedures.

A probationary employee shall have no seniority until the employee has completed the probationary period and at that time the employee will acquire seniority from the date the employee commenced work.

ARTICLE VIII

EVALUATION PROCEDURE

- A. The objective of the evaluation of the employee is to determine the efficiency and effectiveness of the employee and to improve the employee's instructional abilities and techniques.
- B. The employer will give consideration to employees' suggestions, as expressed through a standing committee on evaluations made up of Association and District appointees, concerning methods (including instrument and criteria) of evaluation. The employer, in its sole discretion, shall determine which methods of evaluation shall be used.
- C. The principal, or the principal's designated representative, either during the preschool orientation or within two (2) weeks after the beginning of each school year, shall acquaint employees with the formal evaluation procedures to be used.
- D. The performance of probationary employees shall be formally evaluated in writing a minimum of twice each year.

When a report of a formal evaluation is to be placed in the employee's file, the employee shall receive notification of said report and shall acknowledge receipt of the report by signing the last page. The employee shall have a right within seven (7) days of receiving notice to submit an explanation or other written statement regarding any such evaluation report for inclusion in the employee's file.

- E. The preceding portions of this article deal only with formal evaluation procedures. Nothing in this article is to be construed as precluding other evaluation of employees in the performance of their duties.
- F. Employees shall have the opportunity to review their personnel files, both at the building level and the central administration office, with the exception of confidential letters of recommendation and college and university credentials. Such review shall be conducted in the presence of the principal, superintendent or designee, and such review shall be during ordinary office hours and at a time when the employee is not required to be on duty. No materials shall be removed from the file by the employee during such review. Copies may be made of any items in the employee's personnel file with the exception of confidential letters of recommendation and college and university credentials. At the employee's request, a representative of the Association may accompany the employee when the employee reviews his or her file. The employee shall have the right to respond to all materials contained in the employee's personnel file, such responses to be dated and signed, and a copy provided to the principal or immediate supervisor.

ARTICLE IX

TEACHING HOURS

- A. Except for part-time employees, all employees shall work full eight-hour days during their regular terms of employment. The District will provide a thirty (30) minute duty-free lunch period for full-time certificated employees. Part-time employees will receive a proportionate amount of lunch time. The regular term of employment shall be as noted in each employee's contract. The District may establish flex hours. The District may assign teachers, or at the discretion of the District approve teacher requests, to work flex hours on a quarterly basis. Individuals working flex hours may be required to attend staff meetings, parent conferences, meet with the principal or other staff, and participate in other professional activities outside flex hours. Teacher requests for flex hours must be received by the District prior to the first school day of each quarter.
- B. Exceptions may be granted by the principal for emergencies outside the control of the employee. On Fridays or on days preceding school holidays or vacation, the employees' day shall end fifteen (15) minutes after the close of the pupils' day in the last building to dismiss students. Leave for medical or dental appointments may be granted during duty hours, but not during student contact time. This will not be a chargeable leave, but the employee must make arrangements with the principal to make up the time missed.
- C. Nothing contained herein prohibits or limits the rights and responsibilities of the administration in assigning extra duties as associated with the teaching profession. (For example: attendance at staff meetings, open houses, and such additional events or activities as may be scheduled from time to time.) Employees may be required to attend without additional compensation faculty or professional meetings (not to exceed six (6) per month) either before or after the regular workday. Additional meetings may be scheduled at the superintendent's discretion. In addition, employees may be required without additional compensation to attend evening meetings outside the regular school day not to exceed six (6) per school year. Part-time employees who are required to attend staff development activities which are held during the normal work day, but scheduled outside the part-time employee's normal contract work hours, shall be compensated at their per diem rate.
- D. **Employee Work Year.**
There shall be no more than one hundred ninety-five (195) paid contractual days in the school year, excluding employees having extended or supplemental contracts. There shall be five (5) paid vacation days which shall consist of: Labor Day, Thanksgiving Day, Christmas, New Year's Day, and Memorial Day.

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ARTICLE IX - TEACHING HOURS (continued)

When school is closed for students during an emergency which is beyond the control of the administration and employees, employees of that school shall have, after students are dismissed, direction from the building principal as to work responsibilities during the remainder of the day.

ARTICLE X

SAFETY

- A. The employer shall make its best effort to provide and maintain a safe place of employment. All employees shall be alert to unsafe practices, equipment or conditions and shall report any such unsafe practices, equipment or conditions to their principal or immediate supervisor.
- B. When an assault occurs, or when an employee restrains a student to protect himself or herself, a student, or school property, and the employee is acting within the scope of his or her assigned duties, such assault or restraint shall be reported by the employee to the building principal or a designee and the Association immediately.
- C. Employees present at a school-sponsored event or on school premises, whether assigned or unassigned specific duties at that event or time, shall exercise supervisory responsibilities over those in attendance without additional compensation.

ARTICLE XI

HEALTH PROVISIONS

Physical or Mental Health Examination Continuing Employees.

If required by law or administrative rule, an employee shall present evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis. The employer shall advise the employee when such examination is necessary. The employee shall submit claims for physicals to their insurance carrier. The District shall reimburse employees the cost of the physical not reimbursed by the insurance carrier, however, the District's reimbursement shall in no event exceed \$60.

The Employer may require a physical or mental health examination when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the Employer and the Employer shall pay the cost of such an examination.

ARTICLE XII

LEAVES OF ABSENCE

A. Sick Leave.

A leave of absence for an employee's personal illness or injury shall be allowed for consecutive years of employment as follows:

- 10 days the first year
- 11 days the second year
- 12 days the third year
- 13 days the fourth year
- 14 days the fifth year
- 15 days the sixth and subsequent years.

The amount of accumulated sick leave shall be one hundred and fifteen (115) days. Sick leave shall be with full pay up to the amount of the employee's accumulated sick leave. The employer may request medical proof from an employee absent for more than five (5) consecutive days due to personal illness or injury to the employee receiving pay for sick leave. In addition, the employer may, in any case, request medical proof if, in the employer's discretion, the employer deems absences excessive or if the employer has a question as to the validity of the request for sick leave. A physician chosen by the Employer may review the employee's medical proof at the employer's expense. Five (5) sick leave days each year may be granted in case of illness of a member of the immediate family. Immediate family shall be limited to the employee's spouse, children, foster children, dependent child, parents, sister or brother. This leave may be used as a whole day, as a half day, or as a quarter day.

Sick Leave Bank.

A sick leave bank is available to full time employees on a voluntary basis. Sick leave bank days may only be used after the employee's accumulated sick leave is exhausted and will continue for an additional five (5) contract days during a school year. Each employee choosing to participate shall contribute one (1) day of sick leave from the current year's allocation. Employees with the maximum accumulated sick leave days may use "the next day" to contribute to the bank in order to receive five (5) additional days during a school year. The days contributed to the bank become the property of the bank and are non-returnable to the employee. Should all sick leave bank days be used in any one school year, no additional days would be granted from the bank. Assets of the bank will accumulate and carry over from one school year to the next.

Eligible employees are enrolled in the sick leave bank unless the Board Secretary is notified in writing prior to the employee's sixth contract day.

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ARTICLE XII - LEAVES OF ABSENCE (continued)

B. Bereavement Leave.

In case of death in an employee's immediate family, the employee will be granted up to five (5) days leave with pay per occurrence. "Immediate family" shall be limited to the employee's spouse, children, parents, sister, brother, foster child or dependent child living in the home, grandchildren, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, or mother-in-law. Additional leave may be granted by the superintendent at his or her discretion.

In case of the death of an employee's family member outside the immediate family, the employee will be granted up to one (1) day leave with pay per occurrence. Additional leave may be granted by the superintendent at his or her discretion.

In case of the death of a non-relative, the employee may be granted up to one (1) day leave with pay per year to attend the funeral, subject to District staffing needs.

C. Immediate Family Leave.

In case of illness (which requires hospitalization or post hospital care) of a member of the immediate family, the employee may be granted up to three (3) days' leave with pay. "Immediate family" shall be limited to the employee's spouse, children, parents, sister, brother, foster child or dependent child living in the home, grandchildren, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law or mother-in-law.

D. Personal Leave.

Employees may be allowed two (2) days per year, accumulative to three (3) days per year, to conduct business that could not be conducted outside the normal work day. The employee shall not be required to give a reason for personal leave days.

This leave may be taken in blocks of full days, half days (4 hours), or quarter days (2 hours). If the employee takes a quarter day block for personal leave, it shall be taken at the beginning or end of the day. If the employee cannot make arrangements acceptable to the principal for another employee to cover the employee's responsibilities for the two-hour time, then the employee shall be required to take one-half day's leave unless the employer can make a satisfactory assignment.

Except in the case of an emergency situation, application for personal leave shall be made in writing at least three (3) school days prior to the requested leave date and must be submitted to the office of the building principal or other supervisor for approval. Should an emergency situation occur where it would not be

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ARTICLE XII - LEAVES OF ABSENCE (continued)

possible to make application for prior approval, the necessity for securing prior approval shall be waived. However, the employee shall be expected to notify the principal or other supervisor of such emergency. The day immediately preceding or immediately following a legal holiday, school vacation period, or during the first five and last five student contact days of the school year, shall not be recognized as a personal leave day.

Exceptions to these limitations may be made by the superintendent or his/her designee. No more than one (1) employee for every eight (8) employees in a building may be granted personal leave on any given day.

Employees may choose to have the district buy two (2) days or any portion of the two (2) days (in quarter blocks of time) of their unused personal leave day. The reimbursement will be prorated at the full day's rate of pay for substitute teachers, paid at the end of the school year.

E. Jury Duty Leave.

Any employee called for jury duty during school hours shall be permitted to be absent without loss of pay and without charge against any leave. Pay received for jury service shall be reported to the employer and the salary of the employee shall be reduced in the amount the employee received for jury service. No such payment will be made to an employee for such service on any day the employee would not have worked for the school district.

F. Professional Leave.

Request for professional leave must be made in writing and approval secured from the principal and superintendent. Three days' professional leave may be granted each year at the discretion of the superintendent. Professional leave shall be used for the purpose of visitation to view other instructional techniques or programs in this or other school districts, or for conferences, workshops, clinics, or seminars conducted by colleges or universities or other educational meetings. Exceptions to this section may be permitted by the superintendent or his or her designee. At the discretion of the superintendent, employees may be granted additional professional leave to fulfill the duties of an elected or appointed office in a professional organization within their discipline.

G. Unpaid Leave.

Unless otherwise expressly provided in this article employees shall have deducted from their pay for a leave of absence an amount equal to one (1) day's pay of the annual salary for each day of absence.

H. Association Leave.

Up to a collective total of twelve (12) days' leave with pay may be granted to representatives of the Association for Association business. The Association shall pay the cost of any necessary substitutes.

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ARTICLE XII - LEAVES OF ABSENCE (continued)

I. Extended Professional Leave.

Extended professional leave shall be granted to an employee, by the Board of Education, without pay and benefits for study in an approved educational program, educational travel, or other reason recognized by the Board as being of advantage to the school system, and contingent upon finding a suitable replacement. A request for extended professional leave shall be made in writing to the Superintendent no later than February 15, with final determination by March 14th, of the school year preceding the school year for which the leave is requested. An extended professional leave shall be for a minimum of one semester.

A full time employee shall be eligible for an extended professional leave after seven (7) consecutive years of employment in the Nevada School District. The number of extended professional leaves available shall not exceed two (2) in any school year, with no more than one (1) person on leave from an administrative unit. If more than the maximum number apply in a year, seniority & then educational value to the district shall be applied to determine who would be granted the leave of absence.

During the period of extended professional leave, an employee may engage in remunerative employment and may accept grants or fellowships. Upon return from leave, the employee shall be placed on the salary schedule at the next step from that the employee was on at the time leave was taken. There will be no loss of seniority while on extended professional leave.

J. Adoption Leave.

Employees will be allowed up to ten (10) days paid leave for adoption. This leave will be charged to the employee's sick leave.

K. Court Appearance Leave.

Employees shall be allowed one day of paid leave for a required court appearance.

ARTICLE XIII

WAGES AND SALARIES

A. Schedule.

The salary of each employee covered by the regular salary schedule is set forth in Schedule A which is attached hereto and made a part of this agreement.

B. Placement on Salary Schedule.

1. Each present employee shall maintain their present status as related to the current salary schedule.
2. New teachers coming into the school district will receive credit for up to five (5) years of teaching in other properly-accredited school systems provided that such prior experience has been earned within the nine (9) years immediately preceding the date of employment with the school district. Exceptions may be granted in the sole discretion of the superintendent.
3. Any new employee hired prior to November 1 will be given credit for one (1) year's service toward the next increment step for the following year provided the employee's performance is satisfactory.
4. The employer has the right to withhold increments of any employee when the employee's work is unsatisfactory.
5. Registered school nurses with a four-year degree will be placed on Schedule A. Three-year degree nurses will also be placed on Schedule A, but will receive 85% of the increment.

C. Advancement on Salary Schedule.

Increments: Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule annually until the maximum step for their educational classification is reached. Advancement is subject to satisfactory performance of the employee and to having a permanent teaching certificate, or to meeting the state requirements.

D. Pay Period.

Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. Employees may have their payroll direct deposited into their financial institution or institutions on regular school days and shall receive at their regular building a statement of earnings slip with the following exceptions:

1. When a pay date falls on or during a school holiday, or weekend,

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ARTICLE XIII - WAGES AND SALARIES (continued)

employees shall have their pay direct deposited on the last previous working day.

2. Summer statement of earnings slips or paychecks will be mailed on the 20th day each month to the teacher's designated address.
3. An employee who retires, resigns, or is terminated may receive, at the employee's request, the remaining payments on the contract (July and August) with the June direct deposit.

E. Direct Deposits.

Direct deposits will be scheduled by the secretary of the Board of Education to occur on the morning of the day prior to the regular pay day in "D" above. Employees may designate multiple accounts within a financial institution or multiple accounts within multiple financial institutions for their deposits. These designations may be made in dollar amounts or in percentage of pay.

Employees may be exempted from this provision at the discretion of the secretary of the Board of Education and the Superintendent.

F. Extended Contracts.

Extended contracts shall be issued at the Employer's discretion for a specified number of days beyond the regular contract. The rate of pay for employees on extended contracts will be as set forth in Schedule B.

G. Supplemental Contracts.

Supplemental contracts shall be issued at the Employer's discretion for activities and responsibilities beyond those connected with regular classroom duties. Supplemental contracts will be paid in accordance with Schedule B attached hereto and made a part hereof.

H. Mileage.

Travel authorized in advance that involves approved use of a personal vehicle shall be reimbursed at a rate commensurate to that being paid by the State of Iowa. A voucher shall be completed by the employee before reimbursement will be paid.

I. Contract Changes.

Requests for adjustments in contract amount due to insurance deductions, annuity deductions, or change in salary level must be made by September 10 unless earlier request deadlines are provided in other parts of the master contract.

J. Items paid on a per-time basis on Schedule B shall be turned in at regular payroll time.

ARTICLE XIV

CONTINUING EDUCATION

- A. Employees who wish to be reclassified on the salary schedules shall take courses from an accredited college, university, or area education agency. These courses must be related to the employee's area of assignment or in a college/university approved graduate program in education. If the employee wishes to take a course that may not be related to the employee's area of assignment or in a college/university approved graduate program in education, the employee should request prior approval from the superintendent.
1. To count for reclassification beyond the B.A., the employee must complete the requisite credits (15 and 30) from an accredited college, university or area education agency. The employee will complete fifteen credits with a minimum of nine graduate credits for each lane change.
 2. To count for reclassification from B.A. plus 30 to M.A., the employee must complete the requisite credits in a college/university approved graduate program in education or in the employee's area of assignment.
 3. To count for reclassification beyond the M.A. lane, the employee must complete the requisite credits (15, 30, and 45) from an accredited college, university or area education agency. These credits may be either graduate or staff development.
- B. An employee must file the appropriate form with the Board Secretary as soon as possible, but no later than April 1 of the current school year in order to qualify for a salary reclassification for the following school year. Exceptions may be granted in the sole discretion of the superintendent. Verification of credits earned or salary reclassification shall be filed with the secretary of the Board of Education no later than September 10 for employees to earn a salary reclassification.

ARTICLE XV

GRIEVANCE PROCEDURE

A. Purpose.

The purpose of this article is to provide for a mutually-acceptable method of the prompt and equitable settlements of employee and association grievances and disputes over the interpretation and application of this agreement. The employer, the Association, and the employees shall attempt to resolve informally or at the earliest possible stage all grievances. Informal settlements in any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

B. Except as otherwise provided in this agreement, a "grievance" is a claim or dispute concerning the interpretation or application of the terms of this agreement. All time limits herein shall consist of school days, Monday through Friday, except that when a grievance is submitted on or after June 1, time limits shall consist of all week days, Monday through Friday, so that matters may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. There shall be no obligation by the employer to consider any grievance not filed or appealed in a timely manner.

- C.**
1. Every employee covered by this agreement and association shall have the right to present grievances in accordance with these procedures.
 2. The failure of an employee or association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
 3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of other employees or to cause a grieving employee or others to miss work.
 4. An aggrieved person may be represented at all steps of the grievance procedure by himself or herself, or at his or her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest and shall have the right to grieve any adjustment of the employee's complaint.

NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2006-2007

ARTICLE XV - GRIEVANCE PROCEDURE (continued)

1. First Step.

An attempt shall be made to resolve any grievance in informal discussion between complainant and the principal or his designated representative.

2. Second Step.

If the grievance cannot be resolved informally, the aggrieved employee or association shall file the grievance in writing on Form C and, at a mutually-agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement allegedly violated, and shall state the remedy requested. The filing of the formal, written grievance at the Second Step must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The principal or his designee shall make a decision on the grievance and communicate it in writing to the employee or association and the superintendent within ten (10) days after receipt of the grievance.

3. Third Step.

In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved employee or association shall file, within five (5) days of the written decision at the Second Step, a copy of the grievance with the superintendent. Within ten (10) days after such written grievance is filed, the aggrieved and the superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file an answer within ten (10) days of the Third Step grievance meeting and communicate it in writing to the employee or association. At Step Three, the superintendent may consolidate separate grievances which involve common questions of contract language or fact.

4. Fourth Step.

If the grievance is not resolved satisfactorily at Step Three, there shall be available a fourth step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the superintendent within thirty (30) days after the receipt of the Step Three answer to enter into arbitration. At the same time, a request shall be made to the American Arbitration Association to provide a panel of seven (7) arbitrators. Each of the two parties, the moving party striking first, will alternately strike one (1) name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

The arbitrator's decision shall be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the agreement. No decision of the arbitrator shall in any way be in

NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2006-2007

ARTICLE XV - GRIEVANCE PROCEDURE (continued)

derogation of the powers, duties and rights established in the employer by constitutional provisions, statute, ordinance, or special legislative acts.

The cost for the service of the arbitrator will be borne equally by the employer and the Association.

- D. No reprisals of any kind shall be taken by the employer against an employee or any other participant in the Grievance Procedure by reason of such participation.

ARTICLE XVI

NOTICES

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by telegram or certified letter at the following designated addresses, or at such other address as may be designated by a party in written notification to the other party:

1. If by the Association, to the Employer at:

Nevada Community School District
1035 15th Street
Nevada, Iowa 50201

2. If by the Employer, to the Association at:

The Association shall notify the Employer by June 15 of each year of the name and address of the then-current president and vice-president of the Nevada Community Education Association.

ARTICLE XVII

PRINTING AGREEMENT

The Employer shall print copies of this agreement within sixty (60) days after the agreement is ratified. The Employer shall be responsible for distributing copies of the agreement to all employees currently or hereafter employed and the Employer will be responsible for providing copies of the agreement to its representatives. The cost and expenses of printing the copies subsequent to ratification shall be paid by the Employer.

The distribution by the Employer shall be made on or before the effective date of this contract. The Employer shall provide 40 copies of the agreement to the Association.

NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2006-2007

ARTICLE XVIII

SAVINGS CLAUSE

In the event that any provisions of this agreement shall become void or illegal during the time of this agreement, such provisions shall become inoperative, but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE XIX

FINALITY AND EFFECT OF AGREEMENT

- A. This agreement constitutes the entire bargaining agreement between the parties and concludes collective bargaining for its term.
- B. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject as provided in Section 9 of the Iowa Public Employment Relations Act designated under said section as negotiable for collective bargaining purposes, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Both the Employer and the Association, for the life of this agreement, waive any right which might otherwise exist to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

By mutual agreement, this contract may be amended or modified and such amendments or modifications shall become part of this agreement when signed and ratified by both parties and attached to this contract.

ARTICLE XX

INSURANCE

- A. Each full-time bargaining unit member shall be entitled to select \$400.00 per month in benefits set forth in "B" below. This shall be the employer's maximum monthly contribution to the benefit plans set forth in "B" below.

Effective with the 2005-2006 contract year, any new full-time employee employed by the District will be required to select one of benefit plans in Section B.

When the benefit plan cost is greater than the monthly contribution, the employee may authorize the District to reduce his/her salary by an amount equal to the benefit premium in Section B below. In that event, the District shall pay such amounts for the benefit premium.

When the benefit cost is less than the monthly contribution, the employee may use the excess amount to either purchase a Tax Sheltered Annuity (TSA) or take the amount as an addition to his/her salary.

If a full-time employee does not wish to participate in any of the District's benefit plans in Section B below, he/she may use the indicated amount below to either purchase a TSA or take the amount in addition to his/her salary, up to the maximum established in this paragraph. These employees will receive the following amounts:

- a. In 2005-2006, the employee may receive \$300.00, of which \$200.00 may be taken as an addition to his/her salary.
- b. In 2006-2007, the employee may receive \$200.00, of which \$100.00 may be taken as an addition to his/her salary.
- c. In 2007-2008, the employee may receive \$100.00, all in the form of a TSA.

Beginning with the 2008-2009 contract year, employees who do not wish to participate in any of the District's benefit plans will receive no compensation for not participating.

For part-time employees, the District shall contribute one half of the rate set forth in this section for the employee's coverage selected from "B" below or for the amount that a employee may receive if he/she does not participate in the District's benefit plans.

NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2006-2007

B. Cafeteria Plan - Health and Major Medical

Each full-time and part-time employee shall be offered the opportunity to participate in one of the plans set forth below:

Medical Plan - Individual, individual and spouse, individual and dependents or family:

- a. Preferred Provider Organization - PPO \$750 deductible
- b. Blue Access Plan - \$500 deductible
- c. Blue Access Plan - \$1000 deductible

C. Disability.

The employer shall provide and pay the premium for long-term disability insurance. The disability insurance shall not be less than the benefits under the present disability program unless the company or comparable companies cannot provide the same or comparable coverage.

- D.** The employer shall have the right at any time to procure the insurance referred to in the foregoing sections from any other reputable insurance company provided that such insurance will be comparable to the insurance coverage in effect at the time of this agreement. The benefit coverages of the policies shall be no less than the health and major medical of those policies listed above unless the provider or comparable provider cannot provide the same or comparable coverage.

- E.** A full-time employee who does not wish to participate in the District's benefit plans may be refused an election of an increase in salary or purchase of a TSA in order to meet a carrier's minimum group size requirements. Determinations made for this purpose shall be on the basis of seniority based on their most recent hiring date.

- F.** For the three contract years from 2005-2006 to 2007-2008, the difference between the monthly contribution and the amount that an employee may receive if he/she does not wish to participate in the District's benefit plans will be combined into a pool times the 12 months of the contract year. This pool of money will be determined by the difference in the number of employees who are enrolled in the benefit plans, as outlined in Section B above, and the number of members of the bargaining unit on the first day of school.

Pool monies = [(number of insurance eligible employees in bargaining unit) - (number of employees enrolled in District's benefit plans)] times (difference in

NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2006-2007

ARTICLE XX - INSURANCE (continued)

District's monthly benefit contribution and the appropriate amount from Section A, paragraph 5) times (12 months)

This pool of money will be distributed to all bargaining unit employees evenly, based on their full-time equivalency. This pool will also include appropriate FICA and IPERS payments. This payment to employees will be made as two (2) payments on the first Friday of the months of December and April.

In the event that an employee changes insurance status in the middle of the contract year, the individual payment received by each employee will change for the second payment.

NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2006-2007

ARTICLE XXI

DURATION

This agreement shall be effective as of August 15, 2006, and shall continue in effect until August 14, 2007.

This agreement signed this 22nd day of March, 2006.

Nevada Community Education Association Nevada Community School District

By

Jody Melcher
President

[Signature]
President, Board of Directors

By

Marlyp L. Swanson
Secretary

[Signature]
Secretary, Board of Directors

By

Kevin J. Evers
Chief Negotiator

James A. Walker
Chief Negotiator

NEVADA COMMUNITY SCHOOL DISTRICT
SCHEDULE A
SALARY SCHEDULE 2006-2007

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
	<i>Generator Base: \$24,075</i>						
1	\$29,853	\$31,779	\$33,705	\$35,631	\$37,557	\$39,483	\$41,409
2	\$30,816	\$32,742	\$34,668	\$36,594	\$38,520	\$40,446	\$42,372
3	\$31,779	\$33,705	\$35,631	\$37,557	\$39,483	\$41,409	\$43,335
4	\$32,742	\$34,668	\$36,594	\$38,520	\$40,446	\$42,372	\$44,298
5	\$33,705	\$35,631	\$37,557	\$39,483	\$41,409	\$43,335	\$45,261
6	\$34,668	\$36,594	\$38,520	\$40,446	\$42,372	\$44,298	\$46,224
7	\$35,631	\$37,557	\$39,483	\$41,409	\$43,335	\$45,261	\$47,187
8	\$36,594	\$38,520	\$40,446	\$42,372	\$44,298	\$46,224	\$48,150
9	\$37,557	\$39,483	\$41,409	\$43,335	\$45,261	\$47,187	\$49,113
10	\$38,520	\$40,446	\$42,372	\$44,298	\$46,224	\$48,150	\$50,076
11	\$39,483	\$41,409	\$43,335	\$45,261	\$47,187	\$49,113	\$51,039
12	\$40,446	\$42,372	\$44,298	\$46,224	\$48,150	\$50,076	\$52,002
13	\$41,409	\$43,335	\$45,261	\$47,187	\$49,113	\$51,039	\$52,965
14	*	\$44,298	\$46,224	\$48,150	\$50,076	\$52,002	\$53,928
15	*	\$45,261	\$47,187	\$49,113	\$51,039	\$52,965	\$54,891

NEVADA COMMUNITY SCHOOL DISTRICT
SCHEDULE B - EXTRA PAY SCHEDULE 2006-2007

All percentages will be figured on individual's salary schedule step on the BA level or the step reflecting their coaching experience, whichever is greater, but not exceeding step thirteen (13). Salaries and wages set forth in this schedule shall be effective as of the first day of the employee work year.

ACTIVITY		ACTIVITY	
Football, Head Coach	12.00%	Soccer, Head Coach	12.00%
Football, Varsity Asst.	8.00%	Soccer, Asst. Varsity	8.00%
Football, Assistants	6.00%	Soccer, Asst. Coach	6.00%
Basketball, Head Coach	12.00%	Band, Middle School (7-8)	6.00%
Basketball, Varsity Asst.	8.00%	Cheerleaders, Middle School	6.00%
Basketball, Assistants	6.00%	Drama, Middle School	5.00%
Wrestling, Head Coach	12.00%	Girls' BB Chaperone, Middle School	1.00%
Wrestling, Varsity Asst.	8.00%	St. Council, Middle School	3.00%
Wrestling, Assistants	6.00%	Vocal, Middle School	6.00%
Track, Head Coach	12.00%	Yearbook, Middle School	2.00%
Track, Asst. Varsity	8.00%	Athletic Chaperone, Sr. High	3.00%
Track, Assistants	6.00%	Band, Sr. High	12.00%
Cross Country, Head Coach	12.00%	Cheerleaders, Sr. High Fall	4.00%
Cross Country, Asst. Coach	6.00%	Cheerleaders, Sr. High Winter	6.00%
Golf, Head Coach	8.00%	Debate	6.00%
Baseball, Head Coach	12.00%	Drill Team Coach	6.00%
Baseball, Varsity Asst.	8.00%	Driver Education	\$150.00
Baseball, Asst. Coach	6.00%	FFA	4.00%
Softball, Head Coach	12.00%	Flag Line	1.50%
Softball, Asst. Varsity	8.00%	Jr. Class Sponsor	2.50%
Softball, Asst. Coach	6.00%	Paper, Sr. High School	2.25%
Volleyball, Head Coach	12.00%	Plays, Sr. High	6.00%
Volleyball, Asst. Varsity (9-12)	8.00%	Speech, Sr. High & One-act Plays	10.00%
Volleyball, Assistants	6.00%	Speech, Asst. High School	6.00%
Strength Coach	6.00%	St. Council, Sr. High	3.00%
		Vocal, Sr. High	10.00%
		Yearbook, Sr. High	4.50%
		Approved Clubs (per year)	1.50%
		Each Time Responsibility	\$25.00
		Hourly Pay Rate	\$20.00

NEVADA COMMUNITY SCHOOL DISTRICT

COCURRICULAR NON-TEACHER SALARY SCHEDULE 2006-2007

STEP	1%	1.5%	2%	2.25%	2.5%	3%	4%	4.5%	5%	6%	8%	10%	12%
	GENERATOR BASE:			24,075									
1	\$241	\$361	\$482	\$542	\$602	\$722	\$963	\$1,083	\$1,204	\$1,445	\$1,926	\$2,408	\$2,889
2	\$260	\$390	\$520	\$585	\$650	\$780	\$1,040	\$1,170	\$1,300	\$1,560	\$2,080	\$2,600	\$3,120
3	\$279	\$419	\$559	\$628	\$698	\$838	\$1,117	\$1,257	\$1,396	\$1,676	\$2,234	\$2,793	\$3,351
4	\$299	\$448	\$597	\$672	\$746	\$896	\$1,194	\$1,343	\$1,493	\$1,791	\$2,388	\$2,985	\$3,582
5	\$318	\$477	\$636	\$715	\$794	\$953	\$1,271	\$1,430	\$1,589	\$1,907	\$2,542	\$3,178	\$3,813
6	\$337	\$506	\$674	\$758	\$843	\$1,011	\$1,348	\$1,517	\$1,685	\$2,022	\$2,696	\$3,371	\$4,045
7	\$356	\$534	\$713	\$802	\$891	\$1,069	\$1,425	\$1,603	\$1,782	\$2,138	\$2,850	\$3,563	\$4,276
8	\$376	\$563	\$751	\$845	\$939	\$1,127	\$1,502	\$1,690	\$1,878	\$2,253	\$3,005	\$3,756	\$4,507
9	\$395	\$592	\$790	\$888	\$987	\$1,184	\$1,579	\$1,777	\$1,974	\$2,369	\$3,159	\$3,948	\$4,738
10	\$414	\$621	\$828	\$932	\$1,035	\$1,242	\$1,656	\$1,863	\$2,070	\$2,485	\$3,313	\$4,141	\$4,969

SCHEDULE C

IMPLEMENTATION OF HOUSE FILE 499,
PHASE I AND PHASE II

The District shall distribute funds received pursuant to House File 499, Phase I and Phase II, to all full and regular part-time teachers employed under a contract issued pursuant to Iowa Code Section 279.13, in accordance with the following understandings:

1. The District is obligated to distribute the monies set forth in Schedule C only to the extent that it actually receives such monies from the State.
2. Phase I and Phase II Salary Supplements received pursuant to House File 499 shall be distributed in accordance with the terms set forth below.
3. Phase I money will be distributed to all employees who fall below the \$18,000 salary level on the current Salary Schedule A. This money will also include payment of appropriate FICA and IPERS benefits for those employees.
4. Phase II money will be distributed by use of the current Salary Schedule A by setting a tentative new base figure and increasing this figure until the entire Phase II funds are consumed. This will also include the appropriate FICA and IPERS payments.
5. This new schedule of payments will become an appendix of this contract (Schedule C) no later than the 20th of September of the current contract year and copies of Schedule C will be distributed to all employees at this time.
6. Payment of Phase I and Phase II monies to employees will be made in twelve (12) equal installments, beginning with the September paycheck.

NEVADA COMMUNITY SCHOOL DISTRICT
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SCHEDULE D

GRIEVANCE FORM

Employer _____

Employee _____

Building _____

Assigned Grade Level, Subject or Area _____

LEVEL ONE: The alleged violation was brought to the attention of the principal or
designee, _____, on _____ at Level One.
Name Date

LEVEL TWO: (a) Date alleged violation occurred _____

(b) Section(s) of contract alleged to have been violated _____

(c) Statement of Grievance* _____

(d) Relief Sought* _____

Employee's Signature

Date

GRIEVANCE FORM (continued)

(e) Disposition by Principal or Designee _____

Signature of Principal or Designee

Date

LEVEL THREE:

(a)

Signature of Aggrieved Person

Date

(b) Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee

Date

LEVEL FOUR:

(a)

Signature of Aggrieved Person

Signature of Association President

Date submitted to arbitration

NOTE: All provisions of Article _____ of the Agreement, dated _____ shall be strictly observed in the settlement of grievances.

*If additional spaces are needed, attach additional sheets.

SCHEDULE E

IMPLEMENTATION OF SENATE FILE 476, TEACHER COMPENSATION ALLOCATION

If the District participates in the Student Achievement and Teacher Quality Program (SF476), the following distribution method will be used.

This distribution will be separate from and in addition to the bargained salaries, Phase I, and Phase II for 2002-2003.

1. Minimum salaries for the first-year beginning teachers, second year beginning teachers and Career I teachers will be paid according to the salary provisions of the law.
2. Any remaining funds from the District's appropriation will be distributed equally to all teachers who do not receive compensation through #1. Included in this are teachers who do not receive compensation as great as that received by teachers in #2.

Calculation of this supplement will be made as soon as possible when staffing is completed for the 2002-2003 school year, but not later than October 15, 2002. A timeline for distribution of these funds will be determined at a later date.

NEVADA COMMUNITY SCHOOL DISTRICT
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SIDE BAR LETTERS TO THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
NEVADA COMMUNITY EDUCATION ASSOCIATION
AND THE
NEVADA COMMUNITY SCHOOL DISTRICT

Employees will be required to serve as ticket takers, scorers, timers, supervisors, or site managers for two events without pay.

Employees may exchange one (1) personal day in lieu of working at two (2) required events effective with the 2006-07 school year. Those employees exchanging one (1) personal day will be expected to notify the Activities Office in writing by June 10 of the previous school year.

New employees will be required to work their two (2) required events their first year of employment.